

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DANIEL A. DEANS)
PLAINTIFF)
)
)
)
)
)
VS.)
)
BRIAN K. YOUNG)
H. WAYNE NORMAN, JR.)
H. WAYNE NORMAN JR. P.A.)
DEFENDANT)

COMPLAINT

The Plaintiff demands a trial by a jury of twelve and two alternates.

PRELIMINARY STATEMENT

This action is brought by an individual consumer pursuant to the *Fair Debt Collection Practices Act of 1978*, 15 U.S.C. §1692 *et seq.*, ("FDCPA" or the "Act").

JURISDICTION AND VENUE

1. Jurisdiction in this Court arises under 15 U.S.C. § 1692k(d), 28 U.S.C. § 1337.
2. Venue is proper in this District pursuant to 28 U.S.C. §1391b(1) and (2) because this judicial district is where a substantial part of the events or omissions giving rise to the claim occurred.

PARTIES

3. Plaintiff Daniel A. Deans ("Plaintiff") resides at 453 Street Road, Oxford, Pennsylvania 19363, Chester County Pennsylvania and he is a citizen of the Commonwealth of Pennsylvania.

4. Defendants are Brian K. Young, H. Wayne Norman, Jr. and H. Wayne Norman Jr., P.A. with mailing address of 800 South Main Street, Bel Air, Maryland 21014.
5. The Defendants are debt collectors; their website clearly states “[o]ur firm handles all types of collections cases,” and significantly, Defendant Wayne Norman’s “practice includes a wide variety of legal areas, including his debt collection practice, which is recognized as one of the best in Harford and Maryland.” The Defendants were and are retained by creditors to collect unpaid debts from consumer debtors such as the Plaintiff.
6. The Defendants are "debt collectors" within the meaning of 15 U.S.C. §1692a(6).

SUBSTANTIVE ALLEGATIONS

7. On or about March 26, 2012, the Plaintiff received a debt collection letter from the Defendants demanding payment of a debt in the amount of “\$1,235.29 plus collection costs” they claimed were due and owing to their client, The Mill of Bel Air from the Plaintiff. The Defendants’ collection letter stated:

Daniel Deans
Shadow Creek Farm
453 Street Road
Oxford, PA 19363

RE: The Mill of Bel Air V Daniel Deans
Amount Due & Owing: \$1.235.29 Plus Collection Costs

Dear Sir and/or Madam,

Please be advised that your account has been referred to this law firm for collection. In the event you fail to contact me in accordance with the enclosed notice, it will be necessary that legal proceedings be instituted against you In

an attempt to avoid same, I am requesting that you make arrangements to dispose of the above mentioned obligations on an amicable basis.

For an explanation of your rights, please refer to the enclosed Notice.

In anticipation of your reply, I am

Very truly yours,

/s/ BRIAN K YOUNG

Brian K. Young

8. The Notice to which the Defendants referred in their collection letter states in relevant part:

(4) if the consumer notifies this office in writing within the thirty (30) day period that the debt or any portion thereof, is disputed, this office will obtain verification and a copy of such verification will be mailed to the consumer by this office,

9. On April 12, 2012, your Plaintiff responded to the March 26, 2012, debt collection letter disputing the debt, saying:

Daniel Deans
453 Street Road
Oxford, PA 19363

Law Office of H. Wayne Norman JR
ATTN: Brian K Young
808 South Main Street
Bel Air, MD 21014

Mr. Brian K Young

I am in receipt of your letter dated March 26th 2012 with concerns of unsettled debt with The Mill of Bel Air. I respectfully ask for proof of delivery of said goods as I have asked for since December with no response from The Mill of Bel Air except for an invoice they faxed to my bank that contained a different charge amount than the amount they billed my credit card again for a delivery that was cancelled. I stopped using The Mill of Bel Air due to rising feed costs and took a lower offer from a competitor. I discussed with Harley to stop the automatic deliveries, in which they stopped but the billing didn't.

I will await your reply.

Best Regards,

Daniel A. Deans

10. The Notice to which the Defendants referred in their March 26, 2012, collection letter states in relevant part:

(b) If the consumer notifies. this office in writing within the thirty (30) day period that the debt or any portion there of is disputed...we shall cease collection of the debt or any disputed portion thereof, until this office obtains verification of the debtand a copy of such verification....is mailed to the consumer by this office.

11. The Defendants failed and refused to respond to the Plaintiff's April 12, 2012, request for validation of the debt and failed to cease their collection activity, as on or about May 15, 2012, Defendants continued their debt collection activities commencing a civil action against the Plaintiff by filing a Civil Complaint ("Maryland Debt Collection Action") against the Plaintiff in District Court of Maryland for Harford County, Maryland located at 2 S. Bond Street, Suite 100, Bel Air, Maryland 21014 ("Maryland Small Claims Court").

12. The Maryland Debt Collection action was commenced by the Defendants to collect an alleged obligation of Plaintiff to pay money arising out of a transaction in which the money, property, or services which are the subject of the transaction are primarily for personal, family, or household purposes (hereafter "Subject Debt").

13. The Subject Debt is a "debt" as that term is defined by 15 U.S.C. § 1692a(5).

14. The Maryland Debt Collection Action brought by the defendants against the Plaintiff sets forth a claim by The Mill of Bel Air for debt collection in a "boilerplate" fashion for (1) and account stated, (2) for goods sold, (3) for services rendered, (4) for services and goods sold and for (5) attorney fees in no

amount plus the cost of a "private process service where applicable." Copy appended hereto and incorporated herein.

15. The documents appended to the aforesaid Maryland Civil Complaint do not include a contract or any document signed by the Plaintiff.
16. The Plaintiff never signed any contract with The Mill of Bel Air. Moreover, the Plaintiff never enter the premises of The Mill of Bel Air, Bel Air, Maryland.
17. At the time when the aforesaid Maryland Debt Collection Action commenced the Plaintiff resided in Chester County.
18. The Maryland Debt Collection Action was delivered to the Plaintiff in Chester County, Pennsylvania on or about June 5, 2012.
19. The Maryland Debt Collection Action was accompanied by correspondence dated May 24, 2012 on the letter head of the corporate defendant and signed the individual defendant Norman (hereafter "Collection Letter")
20. The Collection Letter contains neither a statement that the document is from a "Debt Collector" as is required by *Fair Debt Collection Practices Act*.

COUNT I
VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT OF 1978

Plaintiff incorporates by reference paragraphs 1 through 20 as though fully set forth herein.

21. The claims for debts sent by the Defendants to the Plaintiff for collection comprise a "debt" within the meaning of 15 U.S.C. §1692a(5).
22. The FDCPA defines a "debt collector" as "any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or

attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another." 15 U.S.C. § 1692a(6).

23. Defendants are a "debt collector" within the meaning of 15 U.S.C. §1692a(6).
24. The Defendants have violated 15 U.S.C. § 1692i because they commenced their collection action against the Plaintiff in the judicial district or similar legal entity that was not where the Plaintiff signed the contract sued upon; or in which the Plaintiff resided at the commencement of the action." 15 U.S.C. § 1692i.
25. The Defendants have violated 15 U.S.C. § 1692e(11) as their Collection Letter failed to disclose that the debt collector sent that communication to the Plaintiff.
26. The Defendants have violated 15 U.S.C. § 1692g as their Collection Letter failed to disclose that a debt collector had sent that communication to the Plaintiff.
27. The Defendants have violated 15 U.S.C. § 1692g(b) as that after the Plaintiff the consumer timely notified the Defendants in writing that the Subject Debt was disputed, the debt collector Defendants never provided verification of the Subject Debt to the Plaintiff and failed to cease collection of the Subject Debt.

WHEREFORE, Plaintiff respectfully requests that this Court:

- (1) Enter judgment for the Plaintiff and against all Defendants for the Defendants' violation of the *Fair Debt Collection Practices Act of 1978*;
- (2) Award statutory damages as required by 15 U.S.C. §1692k (*Fair Debt Collection Practices Act of 1978*),
- (3) Order an accounting by Defendants to determine exactly what costs, interest, penalties, and other charges they have assessed, billed and collected; and

- (4) Award damages to the Plaintiff equal to the amounts determined to have been unlawfully collected by Defendants; and
- (5) Enter judgment in favor of the Plaintiff and against Defendants for all amounts that they have unlawfully collected; and
- (6) Order the Defendants to pay Plaintiff's attorney's fees, costs, expenses; and
- (7) Grant such further relief as this Court deems proper.

Respectfully submitted:

RNL3966

By _____
RICHARD N. LIPOW, ESQUIRE
Attorney at Law
629 Swedesford Road
Swedesford Corporate Center
Malvern Pennsylvania 19355
(610) 251-2500

Attorney for Plaintiff

H. Wayne Norman, Jr.
Brian K. Young
William E. Seckford
of Counsel

LAW OFFICE OF
H. Wayne Norman, Jr., P.A.
808 South Main Street
Bel Air, Maryland 21014
Telephone: (410) 836-8836 • (410) 893-1436

March 26, 2012

Facsimile:
(410) 836-8837

Daniel Deans
Shadow Creek Farm
453 Street Road
Oxford, PA 19363

RE: The Mill of Bel Air V Daniel Deans
Amount Due & Owing: \$1,235.29 Plus Collection Costs

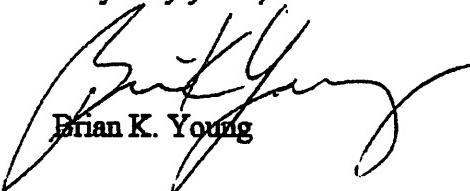
Dear Sir and/or Madam,

Please be advised that your account has been referred to this law firm for collection. In the event you fail to contact me in accordance with the enclosed notice, it will be necessary that legal proceedings be instituted against you. In an attempt to avoid same, I am requesting that you make arrangements to dispose of the above mentioned obligations on an amicable basis.

For an explanation of your rights, please refer to the enclosed Notice.

In anticipation of your reply, I am

Very truly yours,


Brian K. Young

BKY/skw

Enclosure: FDCPA Notice

CC: The Mill of Bel Air

NOTICE ENCLOSURE

You are entitled to certain information that sets forth your rights and our obligations under the law. The law provides that (a) Within five (5) days after the initial communication with a consumer in connection with the collection of any debt, we shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing (1) the amount of the debt, (2) the name of the creditor to whom the debt is owed, (3) unless a consumer, within thirty (30) days after receipt of this notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by this office, (4) if the consumer notifies this office in writing within the thirty (30) day period that the debt, or any portion thereof, is disputed, this office will obtain verification and a copy of such verification will be mailed to the consumer by this office, and (5) upon the consumer's written request within the thirty (30) day period, this office will provide the consumer with the name and address of the original creditor if different from the current creditor. (b) If the consumer notifies this office in writing within the thirty (30) day period that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, we shall cease collection of the debt, or any disputed portion thereof, until this office obtains verification of the debt or the name and address of the original creditor, and a copy of such verification, or name and address of the original creditor, is mailed to the consumer by this office. (c) The failure of a consumer to dispute the validity of a debt under the section may not be construed by any court as an admission of liability by the consumer.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

April 12th 2012

Daniel Deans
453 Street Road
Oxford, PA 19363

Law Office of H. Wayne Norman JR
ATTN: Brian K Young
808 South Main Street
Bel Air, MD 21014

RE: The Mill of Bel Air V Daniel Deans

Mr. Brian K Young

I am in receipt of your letter dated March 26th 2012 with concerns of unsettled debt with The Mill of Bel Air. I respectfully ask for proof of delivery of said goods as I have asked for since December with no response from The Mill of Bel Air except for an invoice they faxed to my bank that contained a different charge amount than the amount they billed my credit card again for a delivery that was cancelled. I stopped using The Mill of Bel Air due to rising feed costs and took a lower offer from a competitor. I discussed with Harley to stop the automatic deliveries, in which they stopped but the billing didn't.

I will await your reply.

Best Regards,

Daniel A. Deans

LAW OFFICE OF
H. Wayne Norman, Jr., P.A.
808 South Main Street
Bel Air, Maryland 21014
Telephone: (410) 836-8836 • (410) 893-1436

H. Wayne Norman, Jr.
Brian K. Young
William E. Seekford
of Counsel

Facsimile:
(410) 836-8837

May 24, 2012

RESTRICTED MAIL RETURN RECEIPT REQUESTED
RECEIPT NO.: 7011 1570 0000 5986 4376

Daniel A. Deans
Shadow Creek Farm
453 Street Road
Oxford, PA 19363

Re: The Mill of Bel Air v Daniel A Deans/Shadow Creek Farm
Case No.: 0901-0002360-2012

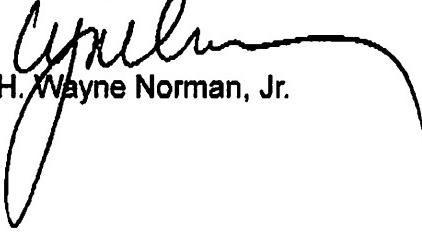
Dear Mr. Deans:

Enclosed please find a copy of the original **Writ of Summons** in the above captioned matter already having been filed with the District Court of Maryland for Harford County.

Please contact my office should you wish to resolve this matter amicably.

In anticipation of your response, I am,

Very truly yours,


H. Wayne Norman, Jr.

HWNjrsjm

Enclosure



DISTRICT COURT OF MARYLAND for Harford County
Located at 2 S Bond St, Suite 100, Bel Air, Maryland 21014

WRIT OF SUMMONS

Defendant : **DEANS, DANIEL A**
 Serve On : **DEANS, DANIEL A**
 Address : **SHADOW CREEK FARM
453 STREET ROAD
OXFORD, PA 19363**

Date Filed : May 15, 2012
 Issue Date : May 21, 2012
 Case Number : 090100023602012
 Complaint No. : 001

Trial Date : Sep 7, 2012
 Trial Time : 08:30 am
 Trial Room :

You are summoned to appear for trial at the date, time and location shown above. If you intend to be present at the trial, you must file the attached Notice of Intention to Defend within sixty days of receiving this complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

MUST BE SERVED BY Jun 20, 2012

S. MICHAEL ESPOSITO, Administrative Clerk / JSD

To Private Process Server :

You are hereby commanded to serve this writ of summons and to make your return promptly if served. If you are unable to serve, you are to make your return below and return the original process to the court no later than ten days following the termination of the validity of the process.

I certify that:

I served a summons by delivery of the complaint and all supporting papers to _____
 on date ____ / ____ / 20 ____ at location _____

The person I left the papers with acknowledged being: (1) A resident of above listed address; (2) 18 years of age or older;
 (3) of suitable discretion in that relationship to the defendant is _____
 and that; (4) the above listed address is the defendant's residence or usual place of abode. The facts upon which I
 concluded that individual served is of suitable age discretion are: _____

The cost of service is \$ _____

Description of the Defendant / Person Served : Race _____ Sex _____ Height _____ Weight _____ Age _____

I was unable to serve because _____

Attempt: _____ Attempt: _____ Attempt: _____ Attempt: _____

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge,
 information and belief and do further affirm I am a competent person over 18 years of age and not party to the case.

Print Name of Process Server _____ Complete Address of Process Server _____
 Date : ____ / ____ / 20 ____ Signature : _____ Phone No. _____

CUT HERE ----- CUT HERE

NOTICE OF INTENTION TO DEFEND

Defendant : **DEANS, DANIEL A**

Case # 090100023602012

Trial Date : **Sep 7, 2012**

Complaint # 001

Notice : If you contest the claim or any part thereof, you must complete this Notice of Intention to Defend and file with the court listed at the top of this summons no later than 60 days after you receive this Summons and be present in court on the trial date. If you do not appear Judgment by default or the relief sought may be granted.

A corporation may enter an appearance only by an attorney except that an officer of the corporation may appear on its behalf if the action is based on a claim that does not exceed \$5,000.00.

Any reasonable accommodation for persons with disabilities should be requested by contacting the court prior to trial.

Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.

SEE ATTACHED NOTICE FOR IMPORTANT INFORMATION

I intend to be present at the trial of this claim and demand proof of the Plaintiff's claim.

Explanation of defense : _____

____ / ____ / 20 ____ Signature (____) Work Phone (____) Home Phone
 Date _____

Address/City/State/Zip code

Fax number

e-Mail Address

Check this box if this is a new address.



Case Num. 090100023602012

DISTRICT COURT OF MARYLAND FOR

LOCATED AT (COURT ADDRESS)

2 South Bond Street, Bel Air, MD 21014



CASE NO.

CV

PARTIES

Plaintiff

The Mill of Bel Air
C/O 808 South Main Street
Bel Air, MD 21014

Harford County

COMPLAINT \$5,000 or under over \$5,000 over \$10,000Clerk: Please docket this case in an action of contract tort
 replevin detinue bad faith insurance claim

The particulars of this case are:

Plaintiff:
Danel A. Deans
Shadow Creek Farm
453 Street Road
Oxford, PA 19363

VS.

Serve by:

- Certified Mail
- Private Process
- Constable
- Sheriff

Serve by:

- Certified Mail
- Private Process
- Constable
- Sheriff

Serve by:

- Certified Mail
- Private Process
- Constable
- Sheriff

See Attached

(See Continuation Sheet)

 Legal
 Contractual _____ %

The Plaintiff claims:

\$ \$ 1,235.29 plus interest of \$ \$0.00 and attorney's fees of \$ \$ 0.00 plus court costs.

Return of the property and damages of \$ _____ for its detention in an action of replevin.

Return of the property, or its value, plus damages of \$ _____ for its detention in action of detinuc.

Other: _____ and demands judgment for relief.

Signature of Plaintiff/Attorney/Attorney/Court

Telephone Number: 410-893-1436**MILITARY SERVICE AFFIDAVIT**

Defendant(s) _____ is/are in the military service.
 No Defendant is in the military service. The facts supporting this statement are: _____

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.

 I am unable to determine whether or not any Defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

Date

Signature of Affiant

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the claim against the Defendant, including the amount of any interest claimed.

 Properly authenticated copy of any note, security agreement upon which claim is based Itemized statement of account Interest worksheet Vouchers Check Other written document Collection Manager Verified itemized repair bill or estimateI HEREBY CERTIFY: That I am the Plaintiff Collection Manager of the Plaintiff herein and am competent to testify to the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the Plaintiff the sum set forth in the Complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters.

5/7/2012

Signature of Affiant

The Mill of Bel Air V Daniel A. Deans

- (1) For monies payable from the Defendant to the Plaintiff on accounts stated between them.
- (2) For goods sold by the Plaintiff to the Defendant at the Defendant's request and insistence.
- (3) For services rendered by the Plaintiff to the Defendant at the Defendant's request and insistence.
- (4) That the Plaintiff rendered services and sold goods to the Defendant in the amount of \$1,235.29 which the Defendant has failed, refused and neglected to pay despite the Plaintiff's repeated demands therefor.
- (5) The Plaintiff claims \$0.00 in attorney's fees plus the cost of the private process service where applicable.

THANK YOU FOR SHOPPING AT
 THE MILL OF BEL AIR
 424 NORTH MAIN STREET
 BEL AIR, MD 21014
 (410) 838-6111

10/31/11 10:25AM 126 558 SALE

FRIDAY 10/28

NEW TICKET

NEWTICKET

41940	2	EA	12.29	EA
HF COUNTRY ACRES PELLET	128		24.58	
18133	28	EA	16.04	EA Q
HF STRATEGY 50LB			449.12	
Regular Price:			16.29	
59301006		EA	15.59	EA
BEET PULP W MOLASSES 40LB 48P				
18138	1	EA	19.04	EA Q
HF SENIOR EQUINE PURINA 50LB			19.04	
Regular Price:			19.29	
0041880	1	EA	16.69	EA
HF STRATEGY HEALTHY EDGE PELL			16.69	
0025297	1	EA	45.49	EA
HF AMPLIFY NUGGET 50LB BAG			45.49	
46418	1	EA	14.99	EA
TREAT HORSE DOBB APPLE OATS 2	2		14.99	
115202	1	EA	8.99	EA
LIME HYDRATED 50LB 50P			8.99	
0045854	1	EA	16.29	EA
HF PURINA MINI HORSE PONY 50L			16.29	

00014	1	EA	7.00	EA N
DELIVERY SERVICE CHARGE			7.00	
SUB-TOTAL:	602.19	TAX:	35.71	
		TOTAL:	637.90	
CHARGE AMT:	637.90			

==>> JRNL#E55250/1 <<--
 CUST # 138590

Name: X _____
 Acct: DANIEL DEANS

GRAND OPENING! RED LION
 11/19 8AM-2PM

EXHIBIT

Daniel Deans (119228625) UNAVAILABLE
THANK YOU FOR SHOPPING AT
THE MILL OF BEL AIR
424 NORTH MAIN STREET
BEL AIR, MD 21014
(410) 838-6111

11/11/11 8:52AM 126 558 SALE

FRIDAY 11/11

CHECK WILL BE ON THE WALL

18133	26	EA	16.04	EA Q
HF STRATEGY 50LB			417.04	
Regular Price:			16.29	
59301006	2	EA	15.34	EA Q
BEET PULP W MOLASSES 40LB 48P			30.68	
Regular Price:			15.59	
115202	1	EA	8.99	EA
LIME HYDRATED 50LB 50P			8.99	
18138	2	EA	19.04	EA Q
HF SENIOR EQUINE PURINA 50LB			38.08	
Regular Price:			19.29	
0025297	1	EA	45.49	EA
HF AMPLIFY NUGGET 50LB BAG			45.49	
0041880	1	EA	16.69	EA
HF STRATEGY HEALTHY EDGE PELL			16.69	

000014	1	EA	7.00	EA N
DELIVERY SERVICE CHARGE			7.00	

SUB-TOTAL: 563.97 TAX: 33.42
TOTAL: 597.39

CHARGE AMT: 597.39

==>> JRN#E59141 INV# 67558/1 <<=>
CUST # 138590

Name: X _____
Acct: DANIEL DEANS

Wild Bird Dinner 11/10
Jarrettsville, MD

EXHIBIT

**Notification of Stay of Proceedings Under 50 U.S.C. App. § 521 & § 522
(applies to DC/CV 1 and DC/CV 5)**

The Servicemembers Civil Relief Act, as codified at 50 U.S.C. App. § 521 & § 522, rewrites and amends the Soldiers' and Sailors' Civil Relief Act of 1940. The Servicemembers Relief Act 50 U.S.C. App. § 521 applies to setting aside or vacating default judgments in which the plaintiff or defendant is in military service or is within 60 days after termination of or release from military service and has received notice of the action or proceeding.

The Servicemembers Relief Act 50 U.S.C. App. § 522 applies to any stage before final judgment in a civil action or proceeding in which a servicemember as described above is a party at the time of filing an application, the court may on its own motion and shall, upon application by the servicemember, stay the action for a period of not less than 90 days, if the following conditions are met:

- (A) A letter or other communication setting forth facts stating the manner in which current military duty requirements materially affect the servicemember's ability to appear and stating a date when the servicemember will be available to appear.
- (B) A letter or other communication from the servicemember's commanding officer stating that the servicemember's current military duty prevents appearance and that military leave is not authorized for the servicemember at the time of the letter.

SCRA 2 (11/2005)

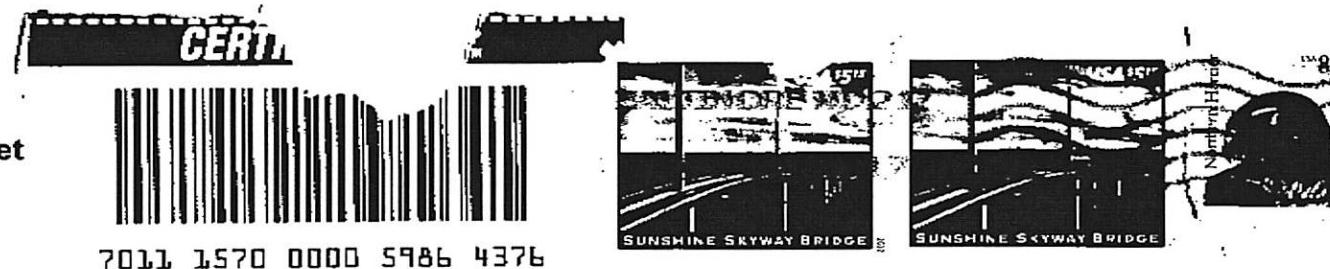
To: Richard Lipow

From: Daniel Deas

Richard Please find attached.

Daniel Deas
717-368-1246

**Picturetime.com
808 South Main Street
Bel Air, MD 21014**



2021 1570 0000 5986 437E

**Daniel A. Deans
Shadow Creek Farm
453 Street Road
Oxford, PA 19363**

1:29 gate closed

5-29-12
6/14

19363127153